

ATTACHMENT A: INSTRUCTIONS TO BIDDERS

Bidders are advised to read these instructions and all other attachments to this bid prior to submitting a bid response. Complete all yellow fields in this Attachment and submit this Attachment with your bid response.

BIDDER (COMPANY NAME):

1. CONTRACTOR LICENSE OR CERTIFICATION

This work required bidders to be a licensed Contractors and/or Licensed Timber Operators specifically, C-12; C-61/D-49; D63 and/or General Contractor (B). On the line below include your Contractor License number or Timber Operator License number.

2. INSURANCE REQUIREMENTS

The successful bidders shall furnish evidence of insurance to Nevada County Purchasing Division demonstrating proof of coverage in the amounts as specified in the **Sample Contract (Attachment E)** within ten (10) calendar days of receipt of a written request. The Certificate of Insurance shall include endorsement forms containing the County's endorsement language. Failure to comply with the County's insurance and endorsement requirements will result in disqualification of your bid. All costs of complying with the requirements shall be included in your bid pricing. Bidders are NOT required to submit a certificate of insurance with bid responses. The awarded bidders shall maintain insurance coverage and endorsements in accordance with County requirements for the term of an agreement with the County and any subsequent amendments, if any.

3. PRICING

Bidder shall indicate pricing for each bid line item as specified in the Cost Sheet Bidder's pricing shall be inclusive of disposal fees, hazmat fees, travel, fuel or any additional fees. No additional charges shall be allowed. This bid excludes permits of any kind.

4. PRIMARY CONTACT PERSON

Bidder must provide a primary contact person provided in the space below. Contractor shall not change the primary contact person without prior written notification to the designated County contact

Name: _____

Email: _____

Phone: _____

5. BID EVALUATION AND AWARD

This bid shall be awarded in the best interest of the County to the best value lowest responsive bidder whose bid complies with the requirements set forth herein. Bids shall be evaluated on value a line item cost basis and awarded to one or more Contractors, in the best interest of the County and in accordance with the bid line item prices. The County's determination of the lowest responsive bid shall be final. County reserves the right to determine that a lowest responsive bid may be based on an average of multiple line item prices. The County reserves the right to award one or more contracts if determined to be in the best interest of the County.

6. SUBMITTING BID RESPONSES

Bidders are strongly encouraged to submit their bid responses online via Public Purchase; however, bidders may choose to submit hardcopy bid responses. Bid responses which are missing required information may be rejected as non-responsive.

7. QUESTIONS:

Bidders shall submit all questions online via Public Purchase prior to 5:00pm, June 30, 2023. The County makes no assurances that questions received within five (5) calendar days of the bid opening date will be answered. All addenda for this bid solicitation will only be distributed online in Public Purchase. Only those listed as plan holders for this bid will be notified when addenda are issued. The County will not issue addenda by other means or methods. It is the sole responsibility of bidders or other interested parties to monitor this website (Public Purchase) for possible addenda to this bid.

8. PREVAILING WAGE REQUIREMENTS

The services described herein are for publicly funded projects, and may be considered "public works" as defined by California Labor Code Section 1720 et seq. Any firm awarded a contract as the result of this RFQ shall be registered with the Department of Industrial Relations and responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services performed under any resulting contract.

TERMS AND CONDITIONS FOR BIDS & PRICE QUOTES

The following provisions are hereby made a part of this bid or price quote by reference and attachment to the Invitation for Bids or Request for Price Quotes document. By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: <https://www.mynevadacounty.com/734/Purchasing#RFP> Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. SUBMISSION OF BIDS. Bids shall be submitted to the Purchasing Division either online, by using the Nevada County [eProcurement](#) System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

Online Bid Response: If you choose to submit your bid response online via the Public Purchase website:

1. Download the **Instructions to Bidders (Attachment A)**, complete and save the document, then upload and save the completed document to your online bid in Public Purchase.
2. Enter pricing for each bid line item online in Public Purchase.
3. Save and submit the bid online.
4. Submission of the Hardcopy Bid Response Cover Sheet (Attachment D) is not required for online submissions.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Nevada County [eProcurement](#) System shall submit their bids to the Purchasing Division, 950 Maidu Ave Ste # 129, Nevada City, CA 95959, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the [eProcurement](#) System or obtained from the Purchasing Office. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink

Hardcopy (Manual) Bid Response: If you choose to submit a hardcopy bid response, then complete all documents below and submit the documents in a sealed and labeled envelope:

1. **Instructions to Bidders (Attachment A)**
2. **Vendor Response ALL FORMS (Attachment C) (Enter information, pricing and responses for each Form online, save, click on "Download Items File", then print)**
3. **Hardcopy Bid Response Cover Sheet (Attachment D)**

Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

2. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Nevada County Purchasing Division.
3. REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Nevada County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

4. **NON-COLLUSION.** The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. **CONFLICT OF INTEREST.** Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.
6. **AWARD.** The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis may also include consideration for Local Vendor Preference (per Section 13 below) The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.
7. **SAMPLES.** Samples of items, when required, must be furnished free of expense to Nevada County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.
8. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.
9. **TAXES.** Nevada County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Nevada County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.
10. **DELIVERY.** All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
11. **FIXED CONTRACT QUANTITIES.** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.

12. **OPEN-END CONTRACT (BLANKET PURCHASE ORDER).** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Nevada County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Nevada reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.
13. **LOCAL VENDOR PREFERENCE.** A local preference credit of 5.0% for Nevada County businesses will be permitted when evaluating bids for supplies, equipment and materials that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms are available on our website at: <https://www.mynevadacounty.com/734/Purchasing#RFP>
14. **OTHER AGENCIES.** The successful vendor shall agree to extend Nevada County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Nevada County will not be a party to "other agency" contracts.
15. **PROTEST AND APPEAL PROCESS.** Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Information and General Services in the manner prescribed by Section 6.0 of the Nevada County Purchasing Policy. The protest shall be submitted in writing to the Director of Information and General Services within five County business days after such aggrieved person or company knows or should have known of the facts giving rise thereto.
16. **RECYCLED PRODUCT PREFERENCE.** A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154.
17. **PATENT INFRINGEMENT.** Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.
18. **VENDOR FINANCIAL STABILITY.** If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 4.4.1(e)(6) of the Nevada County Purchasing Policy and paragraph 7 of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Nevada County Purchasing Policy.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

**ATTACHMENT B
DESCRIPTION OF SERVICES REQUIRED**

1. SCOPE OF WORK

- 1.1 Perform snow removal and tree debris removal services as required on public and private property located in unincorporated areas of Nevada County.
- 1.2 Provide services that can:
 - A. Evaluate site conditions and determine appropriate equipment and resources required to mitigate snow and debris removal and make recommendations to the County.
 - B. Supervise trimming and removal of tree debris as directed by the Contract administrator or designee.
 - C. Supervise all work performed for the County as needed.

2. MINIMUM QUALIFICATION CRITERIA

The below criteria are minimum qualifications of the selected Contractor(s) and include – but are not limited to – the following:

- 2.1 Shall be licensed
- 2.2 Shall have experience working in areas with public traffic.
- 2.3 Shall respond to emergency requests on two (2) hours' notice.
- 2.4 Shall be regularly and continuously engaged in the business of providing snow removal, earth moving, tree trimming and removal services and possess a minimum of three (3) years' experience in performing similar projects of scope and size including experience with trees posing an imminent threat to structures.
- 2.5 Shall have the ability to remove trees up to 96" DBH and 200' high.
- 2.6 Shall have the ability to work with County personnel to achieve the best results for each project.
- 2.7 Shall possess all permits, licenses and professional credentials necessary to perform services as specified under this IFB.
- 2.8 Shall be in compliance with applicable federal, state and local laws and regulations.
- 2.9 Services shall be performed in a manner to protect roadway and right of way. Services will be performed with particular attention to the following:
 - At County's request, contractor shall provide an estimate of trees value before cutting is begun.
 - All snow and tree debris removal shall be done in a manner to protect surrounding property, vegetation, etc.
 - Include the arrival on site, with twenty-four (24) hours' notice from the Contract Administrator or designee, under normal conditions. Once a job is started, all work shall be completed in a timely manner without delay to the satisfaction of the County representative.
- 2.10 Include the arrival on site, with two (2) hours' notice from the Contract Administrator or designee, under storm and/or emergency conditions, as determined by the Contract Administrator. **The County will be considered a first priority customer under these conditions.**
- 2.11 Comply with regulations set by all applicable federal, regional, state and local regulatory agencies.
- 2.12 Include the right of the Contract Administrator or designee to modify or suspend any work assignment for any reason, including adverse weather conditions, at no cost to the County.
- 2.13 Having an Arborist(s) on staff as needed for purposes of evaluating the health of trees to make recommendations as to whether a tree should be pruned, removed or preserved.

3. EQUIPMENT AND SAFETY SPECIFICATIONS:

- 3.1 Contractor shall supply all labor and equipment necessary to appropriately and safely complete the required task.
- 3.2 Contractor shall ensure Services are performed safely and in accordance with all applicable federal, state, local laws and regulations.

- 3.3 Chain saws, chippers and masticators used by Contractor shall be maintained in good and operable condition throughout Contractor's term of Service. The chain saws shall be of sufficient size and design for the task.
- 3.4 All other equipment shall be suitable, appropriate and properly maintained by the Contractor while performing Services.
- 3.5 Personnel shall be experienced and trained to safely operate equipment to perform Services.
- 3.6 Contractor shall perform Services with minimal obstruction and inconvenience to the public, and shall begin no project that cannot be performed without regard for the rights of the public unless full road closures have been approved by the County law enforcement or Office of Emergency Services.
- 3.7 It is understood that owner/operators are not required to follow the same safety rules administered by the Department of Labor and Industries. However, by submission of a Bid, it shall be expressly understood that due care shall be exercised at all times to maintain a safe environment. Anytime an owner/operator hires an employee, that employee will be required to follow all pertinent safety rules. Owner/Operators shall maintain the minimum insurance requirements at all times.
- 3.8 The Contract Administrator may order the Contractor to stop work whenever any safety violation is observed and/or evidenced. The Contractor shall comply with the stop work order and shall not resume work until the safety violation is corrected to the satisfaction of the Contract Administrator or designee. Contractor shall not be entitled to any compensation for time during the period of the work stoppage.
- 3.9 Identification and location of all utility or power lines are the responsibility of the Contractor. The Contractor shall:
 - a. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, the Contractor shall notify the Contract Administrator or designee immediately.
 - b. In the event utilities are damaged during snow removal, tree trimming or removal process, temporary services and/or repairs shall be made immediately, at the Contractor's expense, to maintain continuity of services and permanent repairs shall be made in a timely manner at Contractor's expense.
 - c. Any damage caused by Contractor shall be repaired or replaced at Contractor's expense.

4. CLEAN-UP AND DEBRIS REMOVAL:

- 4.1 All debris resulting from storm damage shall be cleaned up each day before the work crew leaves the site. Contractor shall be responsible for removal and chipping of all debris from the site including branches, twigs, and leaves and as much saw dust as possible. Contractor shall haul away all timber products and debris from the work site and shall legally dispose of at Contractor's expense.
- 4.2 If chipping of vegetation material is required, the Contractor must discuss chipping with the Contract Administrator or designee to determine if chip material can be spread on site or needs to be hauled away.
- 4.3 Invoicing of green waste haul away and clean-up fees shall be listed as separate line items on your invoice.

5. TRAFFIC CONTROL REQUIREMENTS:

Contractor shall provide traffic control and all required signage in accordance with the CalTrans Manual of Traffic Controls for Construction/Maintenance Work Zones (latest edition) when required for the job. Adequate warning devices, barricades, guards, flaggers, or other necessary precautions shall be taken by the Contractor to give advice and reasonable protection, safety and warning to persons and vehicular traffic in the work area. Public traffic through any work area will be limited to safe conditions with minimal delay. Be responsible for all lane closures, including signage, barricades and warning devices necessary to complete work in a safe manner. Contractor shall provide the appropriate number and classes of crew members for each job as is typically required in the industry.

6. MISCELLANEOUS REQUIREMENTS:

- 6.1 The Contractor will be responsible to supply and furnish appropriate safety devices for tree trimming and removal work located on other public properties when traffic control services are not necessary.
- 6.2 The County will determine when and where snow removal and tree debris removal services are required. Prior to performance of work, Contractor will be instructed on the scope of work on the jobsite by the Contract Administrator or designee and discuss the type and number of personnel that will be required. Contract Administrator or designee will inspect and approve the work performed prior to approving invoices for payment.
- 6.3 All of Contractor employees assigned to County projects are required to have personal protective equipment (PPE) when they are on County job sites, including but not limited to, hard hats, reflective vests/shirts, and gloves. The Contractor is responsible for supplying their employees with personal protective equipment. Contractor shall conform to Cal OSHA requirements.
- 6.4 Any mechanical failure and or damage to equipment used in performing the required services is the sole responsibility of the Contractor.

7. EMPLOYEES OF CONTRACTOR

All persons performing services for Contractor (if any) shall be employees of Contractor or subcontractors to Contractor and not employees of County. Contractor shall be solely responsible for the salaries and other applicable benefits, including Workers Compensation, of all such personnel.

County reserves the right to refuse any such employee(s) assigned by Contractor in performance of this contract if, in the County's sole opinion, such employee(s) is/are determined to be detrimental to the County's interests or impair working relationships with the County.

8. NON-ASSIGNABILITY

This agreement, and the rights and duties there under, shall not be assigned in whole or in part without the express written consent of the County.

9. INSURANCE REQUIREMENTS

The Contractor shall furnish evidence of insurance to Nevada County demonstrating proof of coverage in the amounts as specified in the Insurance Requirements as noted below within ten (10) calendar days following receipt of a written Notice of Award. Failure to comply may result in disqualification of your bid. Prior to submitting a bid response, bidders are advised to determine that they are able to comply with all insurance requirements, including endorsements. All costs of complying with the insurance requirements shall be included in your bid pricing.

ATTACHMENT C
 PRICE SHEET

Insert Cost proposal received for each Contractor

Hour rates for Labor	Unit of Measure	Cost (rates MUST include-prevailing wage)
Crew Supervisor/ Foreman	Maximum Cost per MAN hr.	
Feller	Maximum Cost per MAN hr.	
Climber	Maximum Cost per MAN hr.	
Groundman	Maximum Cost per MAN hr.	
Equipment Operator (snow removal)	Maximum Cost per MAN hr.	
Hand Shoveling (snow removal)- Non-prevailing wage	Maximum Cost per MAN hr.	
De-Icing- Non-prevailing wage	Maximum Cost per MAN hr.	
Feller (Emergency rate)	Maximum Cost per MAN hr.	
Climber (Emergency Rate)	Maximum Cost per MAN hr.	
Groundman (Emergency Rate)	Maximum Cost per MAN hr.	
Equipment Rates- Rates must include Operator		
Tow behind Chipper w/ Truck (chipper with a 9- to 12-inch diameter capacity)	Maximum Cost per hourly rate.	
Boom Truck w/ bucket	Maximum Cost per hourly rate.	
Crane (up to 50 ton)	Maximum Cost per hourly rate.	
Minimum hours for Crane (if applicable)	Maximum Cost per hourly rate.	
Skid Steer (wheels)	Maximum Cost per hourly rate.	
Skid Steer w/ masticator (wheels)	Maximum Cost per hourly rate.	
Grader	Maximum Cost per hourly rate.	
Blower	Maximum Cost per hourly rate.	
Sanding Truck	Maximum Cost per hourly rate.	

Loader	Maximum Cost per hourly rate.	
Dump truck	Maximum Cost per hourly rate.	

Other Services (rates MUST include-prevailing wage where applicable)		
Hauling of Snow, Debris/Chips	Cost per yard	
Greenwaste Disposal Fee	Maximum Cost per Dump Run up to 100 tons	
Traffic Control-Days (3-man crew) (M-F/8-5)	Maximum Cost per hr.	
Emergency Callout Mobilization fee (if applicable)	Maximum rate per call out	

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

5. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
6. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
8. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
9. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
10. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

11. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
12. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of polices be different.
13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator